other building in which persons dwell or are employed or work, and any part of any premises let or sublet separately";

As to the proper construction to be placed on the existing definition, I would observe that the words "means" in conjunction with "and includes" imply that the meaning to be attached to "premises" is exhaustive for the purposes of the Ordinance: see *Dilworth* v. *Commissioner of Stamps*, [5] *per* Lord Watson. When the amendment of 1949 was made the phrase "any land, outbuildings and appurtenances occupied therewith" was substituted by another reading: "any land whereon any such building is or has been erected with the consent of the landlord." As between these two, it is clear that the scope of the definition in 1948 suffered a stringent reduction in 1949. *Expressio unius exclusio alterius*, so that when land built upon with the owner's consent became the only type of land which enjoyed the benefit of the definition, the exclusion applied not only to land built upon without such consent, but also to all other land whether or not appurtenant to "premises" properly so called. Restoration of the 1948 definition in the present Ordinance enlarges again the scope of the definition. The total exclusion of all land, except in the one specific case, which was the law until June 30, 1956 has been swept away. The proper interpretation of "premises." therefore. simply postulates that there shall be a dwelling-house or other building in which persons are employed or work; if so. the protection that the tenant enjoys in respect of the building extends to "any land. outbuildings and appurtenances occupied therewith". I think this is the logical interpretation because the words are expounded in their ordinary and natural sense; no occasion arises for speculation or inferences from earlier legislation as to the intention of the legislature. and paragraph (*l*) is rescued from futility and oblivion by being given full force and effect.

In *The Queen* v. *Bishop of Oxford* [6], Wackburn C.J., delivering the judgment of the Court said that it was a settled canon of construction "that a statute ought to be so construed that, if it can be prevented, no clause, sentence, or word shall be superfluous, void or insignificant," and for my own part, I prefer in all possible cases to follow the *dictum* of Lord Bramwell in *Cowper Essex* v. *Acton Local Board* [7] so that "the words of a statute never should in interpretation be added to or subtracted from without almost a necessity."

In the instant case the appellant was let into possession of vacant land by the respondent's predecessor in title in or prior to 1947; he had erected thereon five houses which undoubtedly are of a temporary character as evidenced by their value; the date of erection brings these premises within the definition of "premises" in the Ordinance, and the land itself by ceasing to be vacant land becomes appurtenant to "premises." The appellant is consequently entitled to invoke the Ordinance against dispossession; and no case having been made out by the respondent under para. (1) or otherwise, this appeal is allowed with costs here and in the Court below: the deposit paid by the appellant to be refunded to him.

Since the preparation of the above judgment my attention has been drawn to a recent judgment delivered on June 16, 1961 in Penang High Court Civil Appeal No. 3 of 1961, *Veerapillai* v. *Ooi Swee Hoe* [8], in which Rigby J. has come to the conclusion that he would not follow his earlier decisions, though he was persuaded to this course for reasons other than those upon which I have reached, the same conclusion. In view of the concluding words in his judgment, I feel that it will not be out of place to leave my judgment as it stands.

Solicitors: *M. J. Mathew; Bannon & Bailey.*

Re JOSEPH LAI KHEE SIN

[O.C.J. (Ong J.) June 12, 1961]

[K.L. — Petition for Admission No. 37 of 1960]

Advocate and Solicitor — Admission — "Continuously attended and received instruction in law in the office in the Federation of a practising practitioner of not less than seven years' standing....." — Meaning of — Advocates and Solicitors Ordinance, 1947, s.5(3) — Non-compliance with.

The petitioner was called to the Bar of England on April 28, 1959 and subsequently attended the Post Final Practical Training Course conducted by the Council of Legal Education and had read for over six months in the Chambers of an English barrister. From September 12, 1960 to March 13, 1961, he read in the Chambers of Messrs. Allen & Gledhill and in his Declaration, affirmed that he had received instruction in law from Mr. M. B. Brash, Advocate and Solicitor, who practises with and acts as legal consultant to the said firm at its Kuala Lumpur Office. Mr. Brash was neither a partner nor an assistant in Messrs Allen & Gledhill, Kuala Lumpur, though he kept a room in the office of the firm.

Held: (1) the words "office in the Federation of a practising practitioner of not less than seven years' standing" in section 5(3) of the Advocates and Solicitors Ordinance, 1947, mean only the office at which he carries on his regular practice;

(2) the tenuous connection between Mr. Brash and Messrs. Allen & Gledhill does not qualify the office of that firm as one fulfilling the requirements of section 5(3).

Per Curiam: "Failure to enter a caveat under section 6(5) of the Ordinance does not disentitle the Bar Council and Bar Committee from proceeding by the alternative procedure of filing an objection as provided by section 6(7)."

Cases referred to:—

(1) *Re Richard Chuan Hoe Lim* [1936] M.L.J. 268.
(2) *Caledonian Railway* v. *North British Railway* (1881) 6 App. Cas. 114.

ADVOCATE & SOLICITOR'S PETITION.

R. H. V. Rintoul for the petitioner.
I. Talog-Davies for the Attorney-General.
Zain Azahari for the Bar Council.
S. T. Chung for the Bar Committee.

Ong J.: This petition for admission and enrolment of the petitioner as an advocate and solicitor of the Supreme Court of the Federation is opposed by both the Federation Bar Council

and by the Bar Committee of Selangor, Negri Sembilan and Kelantan on the same ground, namely, non-compliance with section 5(3) of the Advocates and Solicitors Ordinance, 1947. Mr. Talog-Davies, representing the Attorney-General, took a neutral stand in the matter. The subsection, of which I quote only the relevant portion, reads as follows:

"Before any order shall be made by the Court on his petition every petitioner . . . . shall have *continuously attended and received instruction in law in the office in the Federation of a practising practitioner of not less than seven years' standing* at the Bar of the Federation . . . ."

At the hearing of the petition I overruled a preliminary objection by Mr. Rintoul, who appeared for the petitioner, expressing a doubt whether the objectors were entitled to be heard at all by reason of their failing to enter a caveat under subsection (5) of section 6 of the Ordinance. I was of opinion that that subsection does not disentitle the Bar Council and Bar Committee from proceeding by the alternative procedure of filing an objection as provided by subsection (7). It appears that, in taking such view, I am in good company, for Adrian Clarke J., almost 25 years ago, had said in *Re Richard Chuan Hoe Lim*: [1]

"A Bar Committee has a right to be heard on such a petition and action under section 6(5) is, in its case, therefore not essential."

The facts are not in dispute and may be set out briefly. Messrs. Allen & Gledhill, a long established firm of advocates and solicitors in Singapore, recently set up an office in Kuala Lumpur. The firm in Singapore has several practitioners who are practising advocates and solicitors of the Bar of the Federation of Malaya of not less than seven years' standing. One of them was Mr. T. E. Atkinson, a senior partner in the Kuala Lumpur office until November 23, 1960. The petitioner, who was called to the Bar of England on April 28, 1959, had subsequently attended the Post Final Practical Training Course conducted by the Council of Legal Education and had read for over six months in the Chambers of an English Barrister. He is therefore required by section 5(3) to have continuously attended and received his tuition for not less than six months, in effect 158 days only, in the Federation office of a practising practitioner of not less than seven years' standing, instead of the full period of twelve months. For this purpose he attended in the Kuala Lumpur office of Messrs. Allen & Gledhill for the requisite period from September 12, 1960 to March 13, 1961, and, in his Declaration, he affirmed that he had received instruction in law from Mr. M. B. Brash, advocate and solicitor, "who practises with and acts as legal consultant to the said firm" at its Kuala Lumpur address. Inquiries by the Secretary of the Bar Committee from Mr. Brash, however, disclosed that the latter was not a partner nor an assistant in Messrs. Allen & Gledhill, Kuala Lumpur, though he keeps a room in the office of the firm, to which he comes from time to time from his residence in Fraser's Hill

The Bar Council and Bar Committee therefore contend that the petitioner has not complied with section 5(3) of the Advocates and Solicitors Ordinance on grounds which I shall set out in full:

"1. The office of Messrs. Allen & Gledhill at the Oversea-Chinese Bank Building, Kuala Lumpur, at which the petitioner attended had at no time during the period 12th September, 1960 to 13th March, 1961, a practising practitioner of not less than seven years' standing at the Bar of the Federation of Malaya.

2. Mr. Murray Bruce Brash under whom the petitioner is stated to have received instructions in law during the said period was not a partner nor an assistant in the said firm of Messrs. Allen & Gledhill though he keeps a room in the office of the said firm of Messrs. Allen & Gledhill at Oversea-Chinese Bank Building, Kuala Lumpur.

3. Mr. Murray Bruce Brash resides at Fraser's Hill and attends at his said office at the Oversea-Chinese Bank Building, Kuala Lumpur, only off and on and at irregular intervals.

4. The petitioner could not during the said period have received continuous instruction in law from Mr. Murray Bruce Brash in the terms of section 5(3) of the Advocates and Solicitors Ordinance, 1947."

In my view the real question for determination is confined only to the proper interpretation of the words: "office in the Federation of a practising practitioner of not less than seven years' standing." The other words in the portion of the subsection which I have underlined are of no material importance. I think the word "continuously" in its context should be understood in the liberal sense, since it involves questions of degree, and interruptions for brief periods of time cannot and ought not to be considered sufficient to break the continuity in attendance and receipt of instruction in law. This point needs no further elaboration.

It was Mr. Rintoul's contention that section 5(3) does not in terms require that the petitioner should have been receiving personal instruction from the master, but that attendance at the office of the master in itself is a sufficient compliance with statutory requirements. This of course implies that the master may be actually resident and practising in another office hundreds of miles away from the office attended by the pupil. Alternatively, the master may even be away in the United Kingdom or Australia on sick leave or long leave during the whole period that the pupil is supposed to be receiving from him instruction in law. With all respect, I am unable to take that view because it would permit anyone so minded to ride roughshod over a statutory condition imposed in the public interest. One does not have to envisage only a case like this of a Singapore firm setting up a branch office in the Federation, where all the practising practitioners of not less than seven years' standing reside either in Singapore or some other place at such a distance away as to rule out or make it impracticable for them to attend the office in Kuala Lumpur as a matter of routine. Even within the Federation itself, the construction Mr. Rintoul contends for would permit, say, a firm in Kuala Lumpur establishing a branch office in a remote town in Kelantan, Trengganu or Pahang, staffed by a single junior assistant to

whom may be attached a pupil for instruction in law. Strictly speaking such branch office would be an "office in the Federation of a practising practitioner" of the required standing, in so far as legal liability and responsibility is concerned. If, however, the accent is on the practitioner, and not on the office, as appears to be the clear intention of section 5(3), then the exercise of remote control cannot in the nature of things make up for direct personal supervision of the pupil by the master attending at his office regularly. The words "office in the Federation of a practising practitioner of not less than seven years' standing" in section 5(3) must therefore be read as a whole and be taken to mean only the office at which he carries on his regular practice. They must also be read in the light of the provisions of section 6(1)(c) and of Form "B" in Schedule II to the Ordinance, paragraph 2 of which is as follows:

"2. . . . . (hereinafter called the applicant) is personally known to me. He has during the period from ..... to ..... attended *my office* at ..... on not less than ..... days."

Here, the certificate of Mr. M. B. Brash is in the following terms:

"2. Joseph Lai Khee Sin (hereinafter called the applicant) is personally known to me. He has during the period from 12th September, 1960 to 13th March, 1961 attended at the office of Allen & Gledhill, Oversea-Chinese Bank Building (top floor), Kuala Lumpur, *of which I am the legal consultant and with whom I practise*, on not less than 158 days."

Since Mr. Brash admittedly is neither a partner nor an assistant in Allen & Gledhill, and his room in the latter's office is, as it were, nothing more than a business *pied-a-terre*, it may truly be said that he has no status whatsoever in that firm, any more than has any other counsel who may be briefed by the firm from time to time to appear on their behalf. This tenuous connection between Mr. Brash and Allen & Gledhill does not, in my opinion, qualify the office of that firm as one fulfilling the requirements of section 5(3). The principle which I feel bound to apply in this case is that expressed by Lord Selborne in *Caledonian Railway* v. *North British Railway*, (2) where he said:

"The mere literal construction of a statute ought not to prevail if it is opposed to the intentions of the Legislature as apparent by the statute, and if the words are sufficiently flexible to admit of some other construction by which that intention can be better effectuated."

At the hearing Mr. Rintoul tendered a certificate by Mr. T. E. Atkinson who was a senior partner of Allen & Gledhill until November 23, 1960, but whose retirement to go abroad left the petitioner no option but to obtain his certificate from Mr. Brash. I am satisfied that the petitioner — for whom I have the greatest sympathy — duly attended and received instruction in law for the period from September 12, 1960 to November 23, 1960, which complied with the requirements of section 5(3). That period falls short of the requisite six months.

An affidavit by Mr. R. K. Booker, a partner of Allen & Gledhill, Singapore, does not carry the matter any further.

I am thus satisfied that the objection of the Bar Council and Bar Committee is well founded and accordingly I must with regret disallow the petition.

Petition disallowed.

Re HADJEE YOUSOF

[O.C.J. (Chua J.) June 16, 1961]

[Singapore — Originating Summons No. 59 of 1960]

Will — Construction — Whether permission to stay included a right to let.

The plaintiffs, executors and trustees of the will of the deceased, took out the present summons to ascertain whether the defendant, the son of the deceased was entitled to let out the house or portion thereof in view of Clause 11 of the will of the deceased. That clause reads:

"I devise unto my trustees my lands and house No. 717 North Bridge Road, ... upon trust to permit my said son Mohamed and his wife and children to reside therein and use the said effects and things free of rent until the date of distribution."

Held: the testator's sole intention was that the defendant, his wife and children should reside in the house rent free until the date of distribution. This was only a licence personally to reside in the said house rent free and it did not carry with it the right to make any profit.

Cases referred to:—

(1) *Rabbeth* v. *Squire*, 45 E.R. 157.
(2) *Mannox* v. *Greener*, L.R. 14 Eq. 456.
(3) *Re Gibbons* [1920] 1 Ch. 372.
(4) *Maclaren* v. *Stanton* (1858) 27 L.J. Ch. 442.
(5) *Re Anderson* [1920] 1 Ch. 175.
(6) *May* v. *May*, 44 L.T. 412.

ORIGINATING SUMMONS under O.LII r.1.

G. H. Po for the plaintiffs (trustees).

Y. R. Jumabhoy for the defendant.

J. Pillai for the beneficiaries.

Cur. Adv. Vult.

Chua J.: The plaintiffs in this case are the executors and trustees of the Will of Hadjee Yousof bin Hadjee Mohamed Noor deceased.

Clause 11 of the testator's Will provides as follows:—

"I devise unto my Trustees my lands and house No. 717 North Bridge Road, Syonan-to, together with all the furniture, crockery, plate, pictures, effects and things of whatsover nature or kind which shall be in or about the said house No. 717 North Bridge Road at the time of my death (hereinafter referred to as 'the said effects and things') UPON TRUST to permit my said son MOHAMED and his wife and children to reside therein and use the said effects and things free of rent until the date of distribution."

The defendant is the said Mohamed, the son of the testator, and he is now occupying No. 717 North Bridge Road, (which I will refer to as the said house) which is a three-storey house, with his wife and three of his children. The defendant has five other children who are married and are living with their families elsewhere. All the children of the defendant are over 21 years of age except one.